SERIAL 05145 IGA SYSTEMS FURNITURE RECONFIG. & INVENTORY MANAGEMENT SERVICES

DATE OF LAST REVISION: April 20, 2006 CONTRACT END DATE: March 14, 2007

CONTRACT PERIOD BEGINNING AUGUST 19, 2005 ENDING MARCH 14, 2006 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SYSTEMS FURNITURE RECONFIG. & INVENTORY MANAGEMENT SERVICES**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Pima County Contract #84120. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:

http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use Commodity Code(s) B0604196, B0700168.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).

PIMA COUNTY FACILITIES MANAGEMENT

PROJECT: System Furniture Reconfiguration and

Inventory Management Services

CONTRACTOR: Goodmans Inc.

AMOUNT: \$100,000.00

FUNDING: General Funds

CONTRACT

NO. _//-/3- G- /35885-0305

AMENDMENT NO. ______

This number must appear on all invoices, correspondence and

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(STAMP HERE)

contract.

documents

THIS CONTRACT entered between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and Goodmans Inc., hereinafter called CONTRACTOR.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONTRACTOR to provide system furniture reconfiguration installation and inventory management services; and

WHEREAS, CONTRACTOR submitted the most advantageous response to County for Solicitation No. 84120 for said products and services.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL/CHANGES

This Contract, as awarded by the Procurement Director, shall commence on March 15, 2005 and shall terminate on March 14, 2006, unless sooner terminated or further extended pursuant to the provisions of this Contract. The parties may renew this Contract for up to four (4) additional one-year periods or any portion thereof.

Any modification, or extension of the contract termination date, shall be by formal written amendment executed by the parties hereto.

Amendments to the Contract must be approved by the Board of Supervisors or the Procurement Director, as required by the Pima County Procurement code, before any work or deliveries under the Amendment commences.

ARTICLE II - SCOPE OF SERVICES

This Contract establishes the agreement under which the CONTRACTOR will provide COUNTY with products and services in accordance with the attached <u>Exhibit A</u>: Scope of Services (Ten Pages).

CONTRACTOR shall provide COUNTY the goods and services as defined in this Contract. All goods and services shall comply with the requirements and specifications as called for in this Contract and solicitation documents contained or referenced in Pima County Solicitation No. 84120, these documents are incorporated into the Contract the same as if set forth in full herein.

ARTICLE III - COMPENSATION AND PAYMENT

In consideration for the goods and services specified in this Contract, the COUNTY agrees to pay CONTRACTOR in an amount

not to exceed One Hundred Thousand dollars (\$100,000.00). Pricing for work will be as set forth in Exhibit B: Price Bid For Solicitation #84120 (Three Pages) Unit Prices.

CONTRACTOR shall provide detailed documentation in support of requested payment to Facilities Management Department. Payment requests shall assign all costs to items identified by Exhibit B.

It is the intention of both parties that pricing shall remain firm during the term of the contract. Price increases shall only be considered in conjunction with a renewal of the Contract. In the event that economic conditions are such that unit price increases are desired by the CONTRACTOR upon renewal of the Contract, CONTRACTOR shall submit a written request to COUNTY with supporting documents justifying such increases at least 90 days prior to the termination date of the Contract. It is agreed that the Unit Prices shall include compensation for the CONTRACTOR to implement and actively conduct cost and price control activities. COUNTY will review the proposed pricing and determine if it is in the best interest of COUNTY to renew or extend the Contract as provided for in Article I of this Contract.

CONTRACTOR shall not provide goods and services in excess of the Exhibit B Line Item and Contract Amounts without <u>prior</u> authorization by an amendment executed by COUNTY. Goods and Services provided in excess of Line Item or Contract Total Amounts without prior authorization by fully executed amendment will be at CONTRACTOR'S own risk.

For the period of record retention required under Article XXI, COUNTY reserves the right to question any payment made under this Article and to require reimbursement therefore by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

ARTICLE IV - INSURANCE

CONTRACTOR shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. Pima County is to be named as an additional insured for all operations performed within the scope of the Contract between Pima County and CONTRACTOR;
- b) Insurance coverage for property of others is in CONTRACTOR'S care, custody or control;
- c) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- d) If required by law, workers' compensation coverage including employees' liability coverage.

CONTRACTOR shall provide COUNTY with current certificates of insurance. All certificates of insurance must provide for guaranteed thirty (30) days written notice to the COUNTY of cancellation, non-renewal or material change.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by the CONTRACTOR, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Contract.

CONTRACTOR warrants that all products and services provided under this contract are non-infringing. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

ARTICLE VI - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought

in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. Neither CONTRACTOR, nor CONTRACTOR'S officers agents or employees shall be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. CONTRACTOR shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR'S failure to pay such taxes. CONTRACTOR shall be solely responsible for program development and operation.

ARTICLE VIII - SUBCONTRACTOR

CONTRACTOR will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts any of them may be liable to the same extent that the CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONTRACTOR shall not assign its rights to this Contract, in whole or in part, without prior written approval of the COUNTY. Approval may be withheld at the sole discretion of COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any COUNTY employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out CONTRACTOR'S duties pursuant to this Contract. CONTRACTOR shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Contract by reference as if set forth in full herein.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

ARTICLE XII - AUTHORITY TO CONTRACT

CONTRACTOR warrants its right and power to enter into this Contract. If any court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONTRACTOR or any third party by reason of such determination or by reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS '38-511, the pertinent provisions of which are incorporated into this Contract by reference.

ARTICLE XV - TERMINATION

COUNTY reserves the right to terminate this Contract at any time and without cause by serving upon CONTRACTOR 30 days advance written notice of such intent to terminate. In the event of such termination, the COUNTY'S only obligation to CONTRACTOR shall be payment for services rendered prior to the date of termination.

This Contract may be terminated at any time without advance notice and without further obligation to the COUNTY when the CONTRACTOR is found by COUNTY to be in default of any provision of this Contract.

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Contract. In the event of such termination, COUNTY shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

ARTICLE XVI - NOTICE

Any notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY:
Pima County Facilities Management
150 West Congress Street
Tucson, AZ 85701

CONTRACTOR:
Goodmans Inc.
3925 North Business Center Drive
Tucson, AZ 85705
Attn: Robert Hayes
T: 520-888-1117 x-228
F: 520-888-1119

ARTICLE XVII - NON-EXCLUSIVE CONTRACT

CONTRACTOR understands that this Contract is nonexclusive and is for the sole convenience of COUNTY. COUNTY reserves the right to obtain like services from other sources for any reason.

ARTICLE XVIII - OTHER DOCUMENTS

CONTRACTOR and COUNTY in entering into this Contract have relied upon information provided in the Pima County Solicitation No. 84120 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Specific Terms and Conditions, Solicitation Addenda, CONTRACTOR'S Bid and on other information and documents submitted by the CONTRACTOR in its' response to Solicitation No. 84120. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

ARTICLE XIX - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XX - SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE XXI - BOOKS AND RECORDS

CONTRACTOR shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONTRACTOR shall retain all records relating to this contract at least 5 years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

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ARTICLE XXII - ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PIMA COUNTY

Procurement Director

Date:

MAR 21 2005

CONTRACTOR

Authorized Officer Signature

Printed Name and Title

APPROVED AS TO FORM

Deputy County Attorney

EXHIBIT A

SCOPE OF SERVICES (TEN PAGES)

SECTION A: SYSTEMS FURNITURE RECONFIGURATION SERVICES

SECTION B: INVENTORY MANAGEMENT SERVICES

SECTION A: SYSTEMS FURNITURE RECONFIGURATION SERVICES

1. GENERAL DESCRIPTION:

The majority of installations will involve furniture systems manufactured by the following companies: Herman Miller and Steelcase. Additional product lines may also be required. The scope of services may include labor, consultation, tools, inventory maintenance, and hardware necessary to dismantle, move, re-assemble existing or new systems furniture as required on a job specific basis.

Work will be performed on an "as-needed" basis. Facilities Management will contact the contractor with a detailed scope of services required for each project. This scope will include the location of project, and the start and end dates desired. The COUNTY will provide all systems components for each project, unless specified otherwise. Wall anchors and other similar hardware are to be provided by the CONTRACTOR.

After receipt of scope of work, CONTRACTOR will submit to Facilities Management a written estimate. CONTRACTOR shall be held to the estimate given for each project. Pima County will attempt to give a minimum of one week's notice prior to commencement of project. Priority projects will be identified.

The CONTRACTOR and the Facilities Management Project Manager (hereinafter called Project Manager) shall coordinate all of the work activities so as to minimize interference of normal operating conditions and procedures.

A large percentage of this work will be scheduled for evenings and weekends. Evening work will be accomplished between 5:00 PM and 7:00 AM, Monday through Friday. Weekend work will be accomplished between 5:00 PM Friday and 7:00 AM Monday.

2. SPECIFICATIONS:

All work shall be performed in a thorough and professional manner. Refer to <u>Attachment "A" (4-pages)</u>: Section 12801 Systems Furniture Reconfiguration Services for detailed description of the requirements for this section of this Contract.

3. ORDERING AND SCHEDULING:

All work will be scheduled <u>ONLY</u> through Pima County Facilities Management. CONTRACTOR will not be paid for any work undertaken directly for another department.

Project commencement and completion must be accomplished as agreed on each work order.

4. ACCEPTANCE:

Acceptance of all work shall require the approval of Project Manager, before invoices will be accepted for processing. No payment will be made prior to acceptance of each job unless progress payments are negotiated prior to "Notice to Proceed".

5. GUARANTEES:

CONTRACTOR shall guarantee that all items provided, workmanship and work performed pursuant to this agreement comply with the specifications listed herein and conform with all applicable procedures, practices, and methods that are appropriate for the services provided.

Any defective workmanship or materials provided by the CONTRACTOR within one (1) year of acceptance of each project, shall be corrected at no expense, and to the satisfaction of Pima County. Ordinary wear and tear, and unusual abuse or neglect are excepted.

Should any defects develop within the one (1) year period, the CONTRACTOR shall, within seven (7) calendar days of receipt of written notice from Pima County, begin making the necessary repairs to the satisfaction of Pima County. Such work shall include the repair or replacement of other work or materials damaged or affected while making the above repairs or corrective work, all at no additional cost to Pima County.

The warranties and guarantees provided in this section of the Contract document shall be in addition to and not in limitation of any warranties, guarantees, or remedies required by law.

In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the COUNTY may do so and charge the CONTRACTOR the cost thereby incurred.

6. TOOLS AND EQUIPMENT:

The CONTRACTOR shall provide and maintain during the entire period of this Contract, tools and equipment sufficient in number, condition, and capacity to efficiently perform the work and render the services required by this Contract.

7. INSPECTION:

COUNTY'S inspectors may be stationed at the work site to report to the Project Manager as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the CONTRACTOR fails to fulfill the requirements of the specifications and Contract.

COUNTY my direct the CONTRACTOR of such failure or infringement but such inspection shall not relieve the CONTRACTOR from any obligation to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the COUNTY and the CONTRACTOR as to the manner of performing work, the COUNTY shall have the authority to suspend the work until the question and issue can be referred to and decided by the Architectural Design Division Manager. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications and are not to issue instruction contrary to the plans and specification.

Inspectors shall in no case act as foreman or perform other duties for the CONTRACTOR or interfere with the management of the work by the CONTRACTOR. Inspection or supervision by the COUNTY shall not be considered as direct control of the individual workman and his work. The direct control shall be solely the responsibility of the CONTRACTOR'S foreman and superintendent.

8. SUPERVISION BY CONTRACTOR:

CONTRACTOR shall supervise and direct all work and equipment either scheduled, extra, or emergency. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures for construction. CONTRACTOR shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

9. PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK:

CONTRACTOR shall properly guard and protect all finished or partially finished work, and shall be responsible for the same until the work is completed and accepted. Estimate or partial payment of work so completed shall not release the CONTRACTOR from such responsibility but he shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

10. DUST PREVENTION:

CONTRACTOR shall take whatever steps, procedures, equipment, materials, or whatever means to prevent dust conditions due to his operations in connection with this Contract and, in accordance with the requirements of all applicable air pollution control regulations. This is not a pay item.

11. ASBESTOS CONTAINING MATERIALS (ACM's)

CONTRACTOR is advised that asbestos containing materials (ACM's) exist on various floors in various Pima County Facilities. The COUNTY Project Manager will make every effort to advise the CONTRACTOR when such conditions exist prior to the work commencing. However, if the CONTRACTOR suspects any such condition to be present after work commences, the CONTRACTOR shall immediately cease work, and notify the Project Manager for proper direction. In the event that ACM's are encountered, the COUNTY will abate or encapsulate such materials at it's expense, and upon completion of that effort, the workplace shall again be returned to the CONTRACTOR for completion of the reconfiguration work.

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ATTACHMENT "A" (4-pages)

SECTION 12801 SYSTEMS FURNITURE RECONFIGURATION SERVICES

prepared by

PIMA COUNTY FACILITIES MANAGEMENT DEPT

10867 JOHN A. MICENA MICENA Signed 101

dated

JANUARY, 2005

SECTION 12801 - SYSTEMS FURNITURE RECONFIGURATION

PART 1 – GENERAL

1.1 SCOPE

- A. The scope of services shall include basic re-configuration services as required for each project. They may include, but are not limited to:
 - 1. All labor, tools, equipment and services necessary to dismantle, move, re-assemble and re-furbish EXISTING or NEW systems furniture and related products.
 - 2. Technical, materials and finishes consultation, re-configuration drawings.

1.2 DEFINITIONS

- A. Consultations: technical advice and expertise regarding the compatibility of products, materials and finishes.
- B. Equipment: carts, dollies and a full compliment of tools necessary to perform all tasks required of this contract.
- C. Re-furbishing: re-upholstering, re-painting, repairing, re-laminating, and refinishing and other modifications that may be requested.
- D. Product: components including, but not limited to: panels, connectors, bases, fasteners, work components and free standing case goods will be provided by the COUNTY.
- E. Systems: Major brands including Herman Miller, and Steelcase. Other manufacturers may be included.
- F. Work: Dismantle, move, re-assemble and re-furbish.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with the Conditions of the Contract.
- B. COUNTY to provide a re-configuration drawing for each project. CONTRACTOR to provide a written quote (on a case by case basis).
- C. Product certificates signed by the Vendor certifying that all re-furbished and/or pre-owned products have been inspected and are deemed sound and appropriate for incorporation into an re-configuration (upon completion of work).
- D. Product certificates signed by the Vendor certifying that all re-furbished products comply, meet and/or exceed national and local regulations for the following:
 - 1. Laminates: High pressure laminates, horizontal grade .050 NEMA type GP 50, LP508-H, style D, Type 1, Class 1.
 - Textiles: Panel type fabric designated for vertical use. Meeting Class A requirements for Flame Spread and Smoke Development as specified by the National Fire Protection Association (NFPA) 1994 Life Safety Code 101 and Underwriters Laboratory requirement for use with energy distribution components listed by UL under Office Furnishings 1286.
- E. Samples for initial selection purposes in the form of manufacturer's color charts or samples of materials showing the full range of standard colors, finishes, patterns, and textures available for each exposed material (on a case by case basis).
- F. Manufacturer's re-configuration data (to be posted at re-configuration site).
- G. Installer Certification: Submit certificates signed by the specific Systems Manufacturer certifying that installers comply with requirements specified under "Quality Assurance" article (at time of quote).
- H. Maintenance Data on re-furbished and pre-owned products: Submit data on items 1 and 2 (at time of re-configuration to be included in the Maintenance Manual).

- I. Precautions for cleaning materials and methods that could be detrimental to finishes and performance.
- J. Warranty Data on new products: All product related warranties signed by the manufacturer (at the time of re-configuration and to be included in the Maintenance Manual).
- K. Availability and Delivery Time (submitted at time of quote).

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Engage experience Installers competent and certified in the techniques of dismantling and installation of the fore listed systems. Installers to have a minimum of two continual years experience with each system. The COUNTY reserves pre-approval rights for any personnel substitutions.

B. Vendor Qualifications:

- 1. Shall be approved by the systems manufacturer's as an established re-configuration company for not less that five continual years.
- 2. Shall be insured and bondable.
- 3. Shall consult with installer in proper procedures if installation.
- 4. Shall meet strict deadlines. Repeated failure to meet these deadlines shall be cause for termination by the Owner.

C. Single-Source Responsibility:

- 1. Obtain new products from one the systems manufacturer providing products of consistent quality n appearance and physical properties.
- 2. Engage the services of a company certified by the manufacturer as competent in the refurbishing of existing and pre-owned product ensuring consistent quality and appearance.
- 3. Engage the services of a systems draftsperson and specifier for drawing review, field verification, and complete re-configuration drawings, when required.

1.5 DELIVERY, STORAGE, HANDLING AND DISPOSAL

- A. Deliver used or re-furbished products to the job site in protective wrappings, unopened with a clearly marked label identifying quality or grade of materials and finishes.
- B. Store new or re-furbished products in protective wrappings inside a Pima County storage area as determined by the Project Coordinator.
- C. Store extraneous product from a completed project inside a Pima County area as determined by the Project Coordinator.
- D. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
- E. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- F. The CONTRACTOR shall legally dispose of all construction debris in appropriate COUNTY operated waste disposal facilities and pay any applicable fees. In the case of conflicts with the provisions of the contract specifications, this provision shall apply.

1.6 PROJECT CONDITIONS

A. Field Measurements: Check systems layout by field measurements before installation; show recorded measurements on shop drawings. Coordinate installation schedule with construction progress to avoid a delay in the work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering projects that may be incorporated in the Work include:
 - Herman Miller
 - Steelcase
 - 3. Other Manufacturers may be utilized

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions in which systems products will be installed. Verify locations of power feeds, positioning of exits and aisle ways and overall dimensions of space. Contract the Project Coordinator if conditions differ from the Contract Documents.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prior to dismantling procedures clear floors of debris that my impede work.
- B. Identify a neutral area for staging product, gather and move the product into the staging area.

3.3 INSTALLATION

- A. Most installations will occur after regular working hours and on weekends.
- B. Furniture not defined as systems product to be moved by others, if systems furniture contractor cannot handle.
- C. Electrical connects and disconnects by others.
- D. Data and phone connects and disconnects by others.
- E. Maintain on site a copy of the appropriate manufacturers' re-configuration instructions. Comply with those installation instructions and other requirements indicated that are applicable to a project.
- F. In the event a project requires phasing: Complete pre-determined sections completely ensuring user safety.
- G. Provide supplemental fasteners acceptable to systems manufacturers, at no additional charge to Pima County.
- H. Do not use products that will negatively impact on the quality of the installation. Notify Project Coordinator where replacement product is required.
- I. Install systems products to comply with final layout drawings in strict compliance with manufacturer's printed instructions. Position units level, plumb, at proper locations relative to adjoining units and related work. Adjust accessories to provide visually acceptable installation and smooth operation of moving parts without binding or racking.

3.4 CLEANING AND PROTECTION

- A. During the progress of the work, CONTRACTOR is to keep premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris. Area shall be cleaned up daily. Upon completion, leave premises neat and clean. CONTRACTOR may not use COUNTY dumpsters and/or containers.
- B. At the end of each work day, remove rubbish, boxes, empty cans, rags and other discarded materials from the site.

- C. Retrieve and transport extraneous product parts and components to COUNTY designated storage areas as directed by the Project Coordinator.
- D. Spot clean and brush down systems surfaces of soil following completion or work.
- E. Provide hand held vacuums to clean soiled areas around the immediate installation following completion of work.
- F. Damage to building parts, existing items, or items being delivered, caused by the CONTRACTOR shall be repaired or replaced at no cost to Pima County.

END OF SECTION 12801

SECTION B: INVENTORY MANAGEMENT SERVICES (TWO PAGES)

PART 1 - GENERAL

CONTRACTOR shall provide an Off-Site Furniture Inventory Management (FIM) program for excess furniture, fixtures and equipment generated by various remodels and reconfigurations throughout the COUNTY. The ultimate goal of this program is to reduce, and eventually eliminate any such inventory. By making our inventory more readily known and available to our Designers, recycling this product to our clients will be more easily achieved, and result in a substantial cost savings to the taxpayers of Pima COUNTY.

PART 2 - PROGRAM SPECIFICATIONS

The Furniture Inventory Management (FIM) program must be a **off-site**, **web-based**, **non-proprietary**, **interactive program with multiple levels of access and security**. Access to the program shall be limited only to members of the PCFM Design Division via the internet. The program shall available for PCFM use **24 hours per day**, **seven days per week**, and shall offer real time inventory status which is to be **updated at least once weekly**.

Program Specifications

- The FIM database shall be internet web-based in nature, and be available for PCFM Staff use 24 hours per day, seven days per week.
- PCFM Staff members shall be able to view the available inventory, reserve select products for specific project use, and have the ability to generate picking and reservation reports among other reports that may be available.
- The FIM database shall be protected from accidental data corruption by limiting user access to "read only" rights pertaining to adding and deleting products from the inventory. Such additions and deletions shall be accomplished <u>only</u> by CONTRACTOR at least once weekly for the term of the contract.
- The FIM database shall be capable of accepting inventory from any manufacturer of
 office fixtures, furniture or equipment. It cannot be limited only to proprietary or specific
 manufacturers.
- The FIM database shall be able to categorize and sort products by <u>at least</u> the following fields:
 - Self-Assigned Unique Inventory ID Number
 - 2. Manufacturer
 - 3. Typical Color Photo of the Product
 - 4. Category Type (seating, furniture, accessories, etc.)
 - 5. Series No (if applicable)
 - 6. Model No (if applicable)
 - 7. Description
 - 8. Surface Material (fabric or other)
 - 9. Surface Color (name and code)
 - 10. Trim Color (name and code)
 - 11. Quantities (total number; reserved number, available number)
 - 12. Height Dimension (inches)
 - 13. Width Dimension (inches)
 - 14. Depth Dimension (inches)

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PART THREE - IMPLEMENTATION

One Time Charges

Program Setup:

- COUNTY will allow four (4) weeks from execution of contract for delivery to the CONTRACTOR of items to be stored. CONTRACTOR shall be prepared to accept the current COUNTY inventory at the CONTRACTOR'S warehouse dock, and take possession and control of such inventory at that time for the purposes of categorizing and setting up the inventory within their warehouse.
- COUNTY will allow four (4) weeks after the delivery of the items to be stored for CONTRACTOR to have the web based on line inventory program accessible to COUNTY and fully operational.

Recurring Charge

Furniture Inventory Management Program Fee:

 The fee shall include a monthly lump sum fee to manage the inventory database as needed, but at least once weekly.

Monthly Storage Rental Fee:

• Rental fee shall be based upon the cost per cubic foot.

Inventory Handling Fee:

 The labor rate per hour to handle the inventory shall be applied to all labor (including all manpower) expended to pick and deliver inventory to various County facilities, or to pick up, deliver, and re-configure inventory to various County facilities and to stock such inventory within the CONTRACTOR'S warehouse for future use. This fee shall also include any transportation, vehicle or other equipment charges.

END OF SECTION B

EXHIBIT B

PRICE BID FOR SOLICITATION # 84120 (THREE PAGES) UNIT PRICES

RESPONDENT'S COMPANY NAME: GOODMANS INTERIOR STRUCTURES

The respondent for all service classifications shall submit a firm, fixed, fully-loaded unit price for each service classification, including direct cost, indirect cost, overhead, and profit margin as well as subcontractors' costs if appropriate. The unit price offered shall be firm regardless of the time or day of the inspection. The respondent shall not add nor delete service classifications.

SECTION A - SYSTEMS FURNITURE RECONFIGURATION SERVICES

HOURLY RATE SCHEDULE						
CLASSIFICATION	M - F 7:00AM to 5:00 PM	M - F 5:00 PM to 7:00 AM	Sa – Sun - Holidays			
Supervisor	\$ 34.00	\$ 45.00	\$ 45.00/\$52.00			
Lead Installer / Driver	\$ 28.00	\$ 38.00	\$ 38.00/\$45.00			
Helper	\$ 21.00	\$ 27.00	\$ 27.00/\$32.00			
Warehouseperson	\$ 21.00	\$ 27.00	\$ 27.00/\$32.00			
Minimum Service Call, one (1) hour minimum, thereafter billed in 15-minute increment.	\$ 35.00	\$ 45.00	\$ 50.00			
Trip Charge (beyond 50 miles of Downtown Tucson)	\$ 60.00 /EACH RO	UND TRIP				

For the purpose of Bid Evaluation, bidders must complete the following table using the labor rates indicated in the table above for M - F 7:00 AM to 5:00 PM.

CLASSIFICATION	CLASSIFICATION ESTIMATED ANNUAL HOURLY RATE		EXTENDED AMOUNT		
Supervisor	110 HR	\$ 34.00	\$ 3,740.00		
Lead Installer / Driver	550 HR	\$ 28.00	\$ 15,400.00		
Helper	1,100 HR	\$ 21.00	\$ 23,100.00		
Warehouseperson	670 HR	\$ 21.00	\$ 1.4,070.00		
Minimum Service Calls	10 HR	\$ 35.00	\$ 350.00		
Trip Charges	5 EA	\$ 60.00	\$ 300.00		
TOTAL BID AMOUN	NT for RECONFIGURATION S	ERVICES ONLY (SECTION A)	\$ 56,960.00		

PRICE BID FOR SOLICITATION # 84120 (CONT.)

Submitted by (Printed Name and Title): ROBERT HAYES, GENERAL MGR.

Initial:

Date: 2/14/05

SECTION B - INVENTORY MANAGEMENT SERVICES

One Time Charges:

Program Setup Fee:

Lump Sum Cost: \$ 0.00 Periodic Billing (optional): \$ ______ / month for

Inventory Delivery and Setup Fee:

Lump Sum Cost: \$

Recurring Charges:

Database Management Program Fee:

340.00 Lump Sum Cost: \$ - / Month

Monthly Storage Rental Fee:

Unit Rate per Cubic Foot of Storage Space: \$ 0.18 / CF/ Month (based upon 7,500 CF for the first year term)

For the purpose of Bid Evaluation, bidders must complete the following table using the labor rates indicated in the Recurring Charges section above:

TYPE of FEE	MONTH		NO of MONTHS	EXTENDED AMOUNT		
Database Management Fee	\$340.00	/ Month	12	\$ 4,080.00		
Storage Fee	\$.18 / CF x 7,500 CF=\$ 1350./ Month		12	\$16,200.00		
TOTAL BID AMO	\$20,280.00					

For the purpose of Bid Evaluation, bidders must complete the following Bid Summary Table using the Section Totals above. This <u>Total Bid Amount for Entire Solicitation</u> will be evaluated to determine the most qualified lowest bidder.

BID SUMMARY TABULATION	The third life is
Total Bid Amount For Reconfiguration Services Only (Section A)	1
Total Bid Amount For Inventory Mgmt Services Only (Section B)	\$ 20,280.00
TOTAL BID AMOUNT for ENTIRE SOLICITATION	\$ 77,240.00

Submitted by (Printed Name and Title): ROBERT HAYES, VP/GEN. MGR.

Date: 2/14/05

PRICE BID FOR SOLICITATION # 84120 (CONT.)

SALES TAX TYPE	ITEM #'S AFFECTED	TAXING JURISDICTION	SALES TAY %	SALES TAX \$ (IF ANY)
RETAIL-017	STORAGE	TUCSON, AZ	7.6	1,231.20
·				

Submitted by (Printed Name and Title):	ROBERT	HAYES,	VP/GM	Initial:	B/	Date:	2/14/0	5
					1			